



**IT IS ORDERED as set forth below:**

A handwritten signature in black ink, reading "Jeffery W. Cavender".

**Date: January 24, 2019**

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**Jeffery W. Cavender  
U.S. Bankruptcy Court Judge**

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**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**In re:**

**BEAUTIFUL BROWS, L.L.C.**

**Debtor.**

**CHAPTER 11**

**CASE NO. 18-66766-jwc**

**CONSENT ORDER REQUIRING STRICT COMPLIANCE BY THE DEBTOR**

The Creditor Simon Property Group, L.P. (hereinafter the "Creditor") filed its Motion to Compel Debtor to Immediately Pay Post-Petition Rent or, Alternatively, Lifting the Automatic Stay on December 21, 2018 and filed a Notice of Hearing for January 17, 2019 contemporaneously with its Motion. (ECF Nos. 65 and 67). On January 17, 2019, counsel for the Creditor and counsel for the above-captioned Debtor (hereinafter the "Debtor") appeared before this Honorable Court for the Hearing on the Motion. Counsel for the Debtor having stated no opposition to the entry of this order,

**IT IS HEREBY ORDERED that**

1. The Debtor must pay the Creditor the total amount of post-petition rent, including the amount of rent arising from the petition date through October 31, 2018, due and owing by the Debtor under the Leases for the locations at the Mall of Georgia and Town Center at Cobb. The Debtor must pay \$19,920.27 to the Creditor for the post-petition rent through January 18, 2019 for the Mall of Georgia Lease. The Debtor must pay \$21,602.29 to the Creditor for the post-petition rent through January 18, 2019 for the Town Center at Cobb Lease. The total amount of post-petition rent to be paid to the Creditor by the Debtor pursuant to this Order is \$41,522.56;
2. The Debtor must reimburse the Creditor for the reasonable amount of attorney's fees and costs incurred by the Creditor in preparing and prosecuting its Motion, and the total payments for attorney's fees and costs shall equal \$6,750.00. The payment of such attorney's fees and costs is required as a part of the Debtor's obligations under 11 U.S.C. § 365(b)(1), which must be fulfilled prior to the Debtor's assumption of the Leases;
3. In the event the Debtor rejects one of the subject Leases but assumes the other subject Lease, the Debtor is still required to pay the full amount of attorney's fees and costs in the total amount of \$6,750.00 as a part of the Debtor's obligations under 11 U.S.C. § 365(b)(1), which must be fulfilled prior to the Debtor's assumption of the Leases;
4. The Debtor must pay the Creditor the total amount of post-petition rent set forth in this Order by the close of business on Thursday, January 31, 2019, which is fourteen (14) days from the date of the Hearing on the Creditor's Motion;
5. The Automatic Stay shall be deemed immediately and automatically terminated as to the Mall of Georgia Lease and corresponding property in the event the Creditor does

- not receive complete payment of \$19,920.27 from the Debtor by the close of business on Thursday, January 31, 2019;
6. The Automatic Stay shall be deemed immediately and automatically terminated as to the Town Center at Cobb Lease and corresponding property in the event the Creditor does not receive complete payment of \$21,602.29 from the Debtor by the close of business on Thursday, January 31, 2019;
7. The Lease between the Debtor and the Creditor for the Mall of Georgia property shall be deemed rejected in the event the Creditor does not receive complete payment of \$19,920.27 from the Debtor by the close of business on Thursday, January 31, 2019, and the date the Lease shall be deemed rejected shall be Thursday, January 31, 2019; and
8. The Lease between the Debtor and the Creditor for the Town Center at Cobb property shall be deemed rejected in the event the Creditor does not receive complete payment of \$21,602.29 from the Debtor by the close of business on Thursday, January 31, 2019, and the date the Lease shall be deemed rejected shall be Thursday, January 31, 2019.

**END OF DOCUMENT**

Prepared and Submitted By:

/s/ Nicholas J. Garcia

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Consented To:

/s/ Jason L. Pettie

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